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13 OF COUNSEL

10 Attorneys for Plaintiff  
11 FARMERS GROUP, INC.

12 **UNITED STATES DISTRICT COURT**  
13 **EASTERN DISTRICT OF WASHINGTON**

14 FARMERS GROUP, INC.,  
15 A Nevada Corporation,

16 Plaintiff,

17 v.

18 RENE GUERRERO,  
19 An Individual,

20 Defendant.

Case No. CV-05-002-RHW

**ORDER FOR**  
**STIPULATED PROTECTIVE**  
**ORDER**

Without Oral Argument

22 This matter is before the Court on the joint motion of Plaintiff and  
23 Defendant, through their respective counsel, for entry of a Stipulated  
24 Protective Order, a copy of which is attached hereto.  
25  
26

[Proposed] Order for Stipulated

Protective Order – Page 1

G:\FARMERS V GUERRERO\PLEADINGS\ORDER PROTECTIVE ORDER.DOC

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

JUL 13 2005

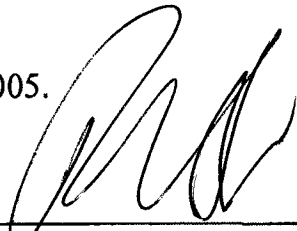
JAMES R. LARSEN, CLERK  
DEPUTY  
SPOKANE, WASHINGTON

WITHERSPOON, KELLEY, DAVENPORT & TOOLE, P.S.  
A PROFESSIONAL SERVICE CORPORATION  
ATTORNEYS & COUNSELING  
1100 U.S. BANK BUILDING  
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SPOKANE, WASHINGTON  
(509) 624-5265

1 After reviewing the motion filed herein as well as the records and file,  
2 the Court finds that good cause for granting the Motion has been shown.

3 IT IS HEREBY ORDERED that the Stipulated Protective Order  
4 attached hereto is accepted and entered.  
5

6 DATED this 13 day of July, 2005.

7   
8 \_\_\_\_\_  
9 Honorable Robert H. Whaley  
10 U. S. District Court Judge  
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OF COUNSEL

Attorneys for Plaintiff  
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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON**

FARMERS GROUP, INC.,  
A Nevada Corporation,

Plaintiff,

v.

RENE GUERRERO,  
An Individual,

Defendant.

Case No. CV-05-002-RHW

STIPULATED PROTECTIVE ORDER

It is hereby stipulated and agreed by and between the parties and ordered by the Court that if, in the course of this proceeding, any party has occasion to disclose information deemed by such party, in good faith, to constitute or contain trade secrets or confidential proprietary business information, the following procedures shall be employed and the following

**STIPULATED PROTECTIVE ORDER**

- Page 1

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1 restrictions shall govern.

2  
3 1. Any party may designate as confidential any discovery materials,  
4 including without limitation, documents, portions of testimony, interrogatory  
5 responses, responses to requests for admissions, transcripts, or any other  
6 materials or information produced formally or informally by any party or by  
7 entities not parties to this litigation that the designating party reasonably  
8 believes in good faith constitutes or contains trade secrets or confidential  
9 business information belonging to the designating party that is not generally  
10 known and which the designating party would normally not reveal to third  
11 parties or would cause third parties to maintain in confidence ("Confidential  
12 Information"). This Order contemplates that there will be two levels of  
13 Confidential Information in this case, namely, lower-level,  
14 "CONFIDENTIAL" information, and higher-level, more sensitive  
15 "HIGHLY CONFIDENTIAL" information. The designation of documents  
16 or other materials as Confidential Information shall be made promptly by  
17 written notice, either by stamping or printing thereon "CONFIDENTIAL" or  
18 "HIGHLY CONFIDENTIAL," as appropriate, or by providing a separate  
19 written notice at the time of production of the documents or other materials  
20 to counsel of record for the receiving party. The designation "HIGHLY  
21 CONFIDENTIAL" shall be limited to documents or other materials that are  
22 particularly sensitive or confidential, which the producing person or party  
23 believes in good faith pose a reasonable risk of competitive harm to the  
24 producing person or party should the information become known to a person  
25 or party other than the producing person or party, other than as permitted  
26 hereunder. The designation of portions of testimony shall be made at the

1 time of testimony or as provided in Paragraph 14 below, and a separate  
2 segregated transcript thereof may be requested by the designating party.

3  
4 2. When producing original files, records and materials for inspection  
5 (as opposed to copies), no marking need be made by the producing party in  
6 advance of the inspection. For purposes of the inspection, all documents and  
7 materials shall temporarily be considered as containing Confidential  
8 Information that is "HIGHLY CONFIDENTIAL." Thereafter, upon  
9 selection of specified documents and materials for copying by the inspecting  
10 party, the producing party shall designate such copies of the documents and  
11 materials as may actually contain Confidential Information in the manner  
12 described in Paragraph 1 above at the time any requested copies are  
13 produced to the inspecting party.

14  
15 3. The following procedure shall govern the production and  
16 examination of Defendant's computer hard drives:

17 (a) The Court will appoint a neutral computer expert who  
18 specializes in the field of electronic discovery. The parties will propose such  
19 an expert for the Court's consideration, preferably via stipulation. All fees  
20 and costs of the neutral computer expert will be borne solely by Plaintiff.

21 (b) The computer expert appointed by the Court will, in the  
22 presence of counsel for both parties and Defendant (if he so desires), create  
23 two "mirror images" of Defendant's hard drives. One mirror image will  
24 promptly be filed with the Court under seal, and the other will be retained by  
25 the expert.

26 (c) The expert will recover, from the mirror image he/she

1 has retained, printouts, computer programs and all other available  
2 information and data, including files, documents, and programs, together  
3 with any information pertaining to any modifications to these items, e.g.,  
4 deleted files or documents, or uninstalled programs. The expert will then  
5 deliver all recovered information and data, in a format to be mutually agreed  
6 upon, to Defendant's counsel, together with the mirror-image he has  
7 retained. The expert will not retain any data or information, in any form,  
8 from Defendant's hard drives.

9 (d) Defendant's counsel will review the recovered  
10 information and produce to Plaintiff all documents, information, and data  
11 that are responsive to any proper discovery request propounded by Plaintiff  
12 or otherwise subject to production under Rule 26(a)(1), Fed. R. Civ. P.,  
13 unless privileged. Defendant's counsel shall fully identify in a log to be  
14 provided to Plaintiff's counsel all documents, information, and data withheld  
15 on the basis of privilege. The log shall include at least the following  
16 identification information: (i) all persons creating, transmitting, and  
17 receiving any privileged or protected communication (unless the identity of  
18 such person is privileged); (ii) the date of the communication; and (iii) the  
19 general subject matter of the communication.

20 (e) To the extent any documents, information, and data  
21 cannot be retrieved from Defendant's computer hard drives, or the items  
22 retrieved are less than the whole of data contained thereon, Defendant's  
23 counsel will submit a Declaration to the Court together with a written report  
24 signed by the designated expert explaining the limits of the retrieval  
25 achieved. The foregoing clause addresses partially deleted or corrupted  
26 data, where a portion is readable and retrievable but a portion is not, as well

1 as any data that is not retrieved for any reason other than that it "cannot" be  
2 retrieved.

3 (f) The expert will be an officer of the Court, and will be  
4 subject to this Protective Order.

5 (g) To the extent the expert gains access to information  
6 protected by the attorney-client privilege or not properly discoverable  
7 pursuant to Rule 26(a)(1), Fed. R. Civ. P., such "disclosure" will not result  
8 in a waiver of the privilege or any objection. Plaintiff, by requesting  
9 discovery of the computer hard drive, is barred from asserting in this  
10 litigation that any such disclosure to the Court designated expert constitutes  
11 any waiver by Defendant of any privilege or objection.

12 (h) There will be no ex parte communications between  
13 Plaintiff and/or Plaintiff's counsel and the appointed computer expert, except  
14 in regard to payment of the expert's fees. Copies of all communications  
15 with the appointed expert that took place before the date of this Order will  
16 be promptly provided to Defendant's counsel. Copies of all ex parte  
17 communications after the date of this Order (which will be limited to the  
18 topic of the expert's fees) will be contemporaneously provided to  
19 Defendant's counsel.

20 4. Except upon further order of the Court, or by express written  
21 consent of the parties, Confidential Information designated as  
22 "CONFIDENTIAL" shall be used or disclosed by the receiving party solely  
23 for purposes of prosecuting or defending this action and shall not be  
24 disclosed by the recipient to any person or entity other than:

25 (a) Counsel of record for each party, in-house counsel for  
26 such party, members and associates of counsel of record's law firms, legal

1 assistants and clerical employees of those firms actively engaged in this  
2 case, the parties to this litigation, and up to two other persons who are  
3 employees of each party and who are designated by such party to work on  
4 this litigation, with disclosure only to the extent necessary to perform such  
5 work. With regard to the parties' in-house counsel, it is expressly  
6 understood and agreed that these individuals shall be acting in their capacity  
7 as lawyers and not as business advisors, and that no Confidential  
8 Information designated as "CONFIDENTIAL" will be used in connection  
9 with any business advice rendered by such in-house counsel to their clients  
10 nor revealed to non-lawyers employed by any party.

11 (b) Independent non-employee experts retained by either  
12 party for the purpose of this case who have received and read a copy of this  
13 Order and have agreed to be bound thereby by executing a declaration in the  
14 form attached hereto as Exhibit A.

15 (c) Any court reporter or typist recording or transcribing  
16 testimony in this action and any outside independent document reproduction  
17 firm.

18 (d) The party or person who was originally either the source  
19 or recipient of the material.

20 (e) Such other persons upon whom the parties mutually  
21 agree in writing.

22 (f) Such other persons as the Court may approve after notice  
23 and hearing.

24 (g) Witnesses and potential witnesses who may or may not  
25 have had previous access to protected material. Disclosure to witnesses and  
26 potential witnesses will be limited to those the party making disclosure



1 reasonably believes are likely to be called upon to testify, including at  
2 deposition, about the protected information they are being shown, and no  
3 such witness or potential witness may retain any Confidential Information.

4 (h) The Court, as provided in Paragraph 9 below.

5  
6 5. Prior to disclosure to any person designated pursuant to Paragraph  
7 4(b), (e), (f), or (g) hereof of Confidential Information designated as  
8 "CONFIDENTIAL" held by any adverse party, such person shall be  
9 furnished with a copy of this Order and shall be required to execute an  
10 affidavit in the format attached hereto as Exhibit A certifying that he or she  
11 has read this Order, understands it and agrees to be bound by the terms  
12 thereof. No person designated pursuant to Paragraph 4(b), (e), (f), or (g)  
13 shall be given any Confidential Information designated as  
14 "CONFIDENTIAL" until the party that designated such information as  
15 "CONFIDENTIAL" has received a copy of the affidavit.

16  
17 6. Except upon further order of the Court, or by express written  
18 consent, Confidential Information designated as "HIGHLY  
19 CONFIDENTIAL" shall be used or disclosed by the receiving party solely  
20 for purposes of prosecuting or defending this action and shall not be  
21 disclosed by the recipient to any person or entity other than:

22 (a) Counsel of record for each party, members and associates  
23 of counsel of record's law firms, and legal assistants and clerical employees  
24 of those firms actively engaged in this case.

25 (b) Independent non-employee experts retained by either  
26 party for the purpose of this case who have received and read a copy of this

1 Order and have agreed to be bound thereby by executing a declaration in the  
2 form attached hereto as Exhibit B.

3 (c) Any court reporter or typist recording or transcribing  
4 testimony in this action and any outside independent document reproduction  
5 firm.

6 (d) The party or person who was originally either the source  
7 or recipient of the material.

8 (e) Such other persons upon whom the parties mutually  
9 agree in writing.

10 (f) Such other persons as the Court may approve after notice  
11 and hearing.

12 (g) The Court, as provided in Paragraph 9 below.

13  
14 7. Prior to disclosure to any person designated pursuant to Paragraph  
15 6(b), (e), or (f) hereof of the Confidential Information designated as  
16 "HIGHLY CONFIDENTIAL" held by any adverse party, such person shall  
17 be furnished with a copy of this Order and shall be required to execute an  
18 affidavit in the format attached hereto as Exhibit B certifying that he or she  
19 has read this Order, understands it and agrees to be bound by the terms  
20 thereof. No person designated pursuant to Paragraph 6(b), (e), or (f) shall  
21 be given any Confidential Information designated as "HIGHLY  
22 CONFIDENTIAL" until the party that designated such information as  
23 "HIGHLY CONFIDENTIAL" has received a copy of the affidavit.

24  
25 8. The recipient of any Confidential Information that is provided  
26 pursuant to this order shall maintain such Confidential Information in a

1 secure and safe area and shall exercise due and proper care with respect to  
2 the storage, custody and use of all Confidential Information. There shall be  
3 no reproduction of any Confidential Information except that, as reasonably  
4 required in the above-captioned litigation, copies, excerpts, or summaries  
5 may be shown or given to those persons authorized pursuant to Paragraphs  
6 4 or 6 above. Except as otherwise provided above, all Confidential  
7 Information shall remain in the custody of trial counsel, and in the event  
8 that Confidential Information designated as either "CONFIDENTIAL" or  
9 "HIGHLY CONFIDENTIAL" or copies thereof leave the custody of trial  
10 counsel as provided above, trial counsel shall make their best efforts to  
11 retrieve said Confidential Information and see to its return or destruction  
12 after the conclusion of this proceeding, pursuant to Paragraph 10 below.

13  
14 9. Unless otherwise ordered by the Court or agreed to by the parties,  
15 all documents and deposition transcripts containing Confidential  
16 Information hereafter filed with the Court shall be filed in a sealed envelope  
17 with a cover label bearing the caption of the action and one of the following  
18 notices: "CONFIDENTIAL -- FILED UNDER SEAL PURSUANT TO  
19 ORDER OF THE COURT" or "HIGHLY CONFIDENTIAL -- FILED  
20 UNDER SEAL PURSUANT TO ORDER OF THE COURT," as  
21 appropriate. These items shall not be part of the public record of this case  
22 and their contents shall not be revealed to persons other than those listed in  
23 Paragraphs 4 (as to any "CONFIDENTIAL" designation) and 6 (as to any  
24 "HIGHLY CONFIDENTIAL" designation) above. If only a portion of a  
25 pleading or memorandum filed with the Court contains Confidential  
26 Information, a duplicate copy of the non-confidential portion of such

1 pleading or memorandum shall be filed with the Court in redacted form for  
2 placement in the Court's files which are open to public inspection.

3  
4 10. Within sixty (60) days of the conclusion of this proceeding,  
5 including any appeals, all Confidential Information furnished pursuant to  
6 the terms of this Order, any drawings related to and notes taken based on  
7 said Confidential Information, and all copies thereof, which are not in the  
8 custody of the Court, or which are not an exhibit or attachment to any  
9 pleading filed in this action, shall be returned to the party furnishing said  
10 Confidential Information or destroyed (and certified under penalty of  
11 perjury as having been destroyed) by the party in possession thereof. One  
12 copy of any adverse party's Confidential Information which is contained in  
13 a discovery deposition transcript or trial deposition transcript or an exhibit  
14 to either may be retained by opposing counsel while maintaining the  
15 confidentiality thereof.

16  
17 11. The restrictions set forth in the preceding paragraphs shall not  
18 apply to Confidential Information which (a) is or becomes public  
19 knowledge not in violation of this Order; (b) is acquired by a party to this  
20 lawsuit who did not designate the information as Confidential  
21 ("nondesignating party") from a third party not under a legal obligation not  
22 to disclose such information; (c) was lawfully possessed by a  
23 nondesignating party prior to discovery in this case; (d) is disclosed by a  
24 nondesignating party because the nondesignating party is legally compelled  
25 to disclose the information; or (e) is disclosed by a nondesignating party  
26 with the approval of the designating party.

1        12. Acceptance by a party of disclosure of information pursuant to  
2 this Order shall not be construed as an admission that the disclosed  
3 information constitutes Confidential Information. This Order shall not  
4 prejudice the right of any party to bring before the Court a motion seeking a  
5 declaration that information produced by the other party has been  
6 wrongfully designated as "CONFIDENTIAL" or "HIGHLY  
7 CONFIDENTIAL" and should not be subject to the terms of this Order,  
8 provided, however, that the receiving party shall first attempt to resolve the  
9 issue informally with the designating party. A party shall not be obligated  
10 to challenge the propriety of a "CONFIDENTIAL" or "HIGHLY  
11 CONFIDENTIAL" designation at the time made, and failure to do so shall  
12 not preclude a subsequent challenge thereto.

13  
14        13. Nothing contained in this order shall restrict the use or  
15 disclosure of Confidential Information by the party which designated the  
16 underlying or constituent matter as Confidential Information. In the event  
17 Confidential Information is used at any deposition in this action by any  
18 party, the witness shall be given a copy of this Order and shall use and  
19 disclose such information only in accordance with the terms and provisions  
20 hereof.

21  
22        14. Failure of counsel to designate and/or mark any document,  
23 thing, or testimony as "CONFIDENTIAL" or "HIGHLY  
24 CONFIDENTIAL" as provided above shall not preclude the disclosing  
25 party from thereafter in good faith making such a designation and  
26 requesting the receiving party to so mark and treat such documents and

1 things so designated. After such designation, such documents and things  
 2 shall be fully subject to this Order. The receiving party and its counsel,  
 3 however, shall incur no liability for disclosures made prior to receipt of  
 4 notice of such designation. With respect to depositions and transcripts  
 5 thereof, each party may conditionally designate depositions or portions  
 6 thereof to be "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" if it  
 7 appears that the testimony will involve the discussion of topics appropriate  
 8 for such a designation. Within thirty days after the designating party has  
 9 received a copy of the transcript of the deposition, the designating party  
 10 shall designate all portions of the transcript which should remain or be  
 11 additionally designated as "CONFIDENTIAL" or "HIGHLY  
 12 CONFIDENTIAL," and shall advise counsel for the other party in writing  
 13 of such designation. If it is deemed to be impracticable to designate only  
 14 portions of the transcript as "CONFIDENTIAL" or "HIGHLY  
 15 CONFIDENTIAL," then the entire transcript may be so designated. If no  
 16 such redesignation of confidentiality is made within the aforementioned  
 17 thirty days, the transcript shall thereafter be deemed to contain no  
 18 Confidential Information.

19  
 20 15. If, in the judgment of a party's counsel, it is necessary to seek to  
 21 disclose an opposing party's Confidential Information designated as  
 22 "CONFIDENTIAL" to an employee of his/her client in order to properly  
 23 prepare for trial, and that employee is not one of the persons entitled to  
 24 view Confidential Information pursuant to Paragraph 4 above, the following  
 25 procedure shall be employed:  
 26

1 (a) Counsel shall notify opposing counsel in writing,  
2 identifying the specific documents or Confidential Information designated as  
3 "CONFIDENTIAL" he or she wishes to disclose and the identity of the  
4 employee(s) to whom it will be disclosed, including each such employee's  
5 title and a summary of their job responsibilities.  
6

7 (b) If opposing counsel does not object to the disclosure  
8 within ten (10) business days after receiving the aforesaid notification, the  
9 disclosure may be made. However, each such employee shall execute an  
10 affidavit in the form attached hereto as Exhibit A by which such employee  
11 consents to be bound by the terms of this Order.  
12

13 (c) If opposing counsel objects to the disclosure, and mutual  
14 agreement of the parties cannot be reached, the party seeking such disclosure  
15 may file a motion with the Court seeking leave to make the disclosure. Any  
16 such motion shall specify the information sought to be disclosed and the  
17 reasons supporting the claim that the case cannot be adequately prepared for  
18 trial or tried unless the disclosure is made.  
19

20 16. In the event anyone shall violate or threaten to violate any term  
21 of this Order, the parties agree that the aggrieved party may immediately  
22 apply to obtain injunctive relief against any such person violating or  
23  
24  
25  
26



1 threatening to violate any of the terms of this Order and, in the event the  
2 aggrieved party shall do so, the respondent person subject to the provisions  
3 of this Order shall not employ as a defense thereto the claim that the  
4 aggrieved party possesses an adequate remedy at law. The parties and any  
5 other person subject to the terms of this Order agree that this Court and the  
6 United States District Court for the district that has jurisdiction over the  
7 person or party has personal jurisdiction over it and them for the purpose of  
8 enforcing this Order.  
9  
10

11 17. Nothing in this Order will preclude either party to this lawsuit,  
12 their attorneys, or any other person from disclosing or using, in any manner  
13 or for any purpose, any information or documents not obtained in discovery  
14 in this lawsuit, if such information is lawfully obtained from a third party  
15 having the right to disclose such information, even though the same  
16 information or documents may have been produced in discovery in this  
17 lawsuit and designated as "Confidential Information."  
18  
19

20 18. Nothing in this Order may preclude any party to the lawsuit or  
21 their attorneys (a) from showing a document or thing designated as  
22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" to an individual who  
23 either prepared or reviewed the document or thing prior to the filing of this  
24  
25  
26



1 action, (b) from showing a transcript of testimony designated as  
 2 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" to an individual who  
 3 gave such testimony, or (c) from disclosing or using, in any manner or for  
 4 any purpose, any information, documents, or things from the party's own  
 5 files which the party itself has designated as "CONFIDENTIAL" or  
 6 "HIGHLY CONFIDENTIAL."  
 7

8  
 9 19. This Stipulated Protective Order is without prejudice to the  
 10 right of any party to seek relief from the Court, upon good cause shown,  
 11 from any of the provisions contained in paragraphs 1 through 19, inclusive,  
 12 hereof.  
 13

14 DATED this 11th day of July, 2005.

15 s/ William D. Symmes  
 16 William D. Symmes, WSBA #683  
 17 WITHERSPOON, KELLEY,  
 18 DAVENPORT & TOOLE, P.S.  
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 24 Leo M. Loughlin  
 25 ARENT FOX PLLC  
 26 1050 Connecticut Avenue N.W.  
 Washington, D.C. 20036-5339  
 Telephone: (202) 857-6000  
 ATTORNEYS FOR PLAINTIFF

Per telephonic approval  
 Peter Joseph Johnson, WSBA #6195  
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David K. Daggett, WSBA #28359  
 PRESTON GATES & ELLIS LLP  
 601 W. Riverside Avenue  
 Suite 1400  
 Spokane, WA 99201-0636  
 Telephone: (509) 624-2100  
 ATTORNEYS FOR DEFENDANT

1 CERTIFICATE OF SERVICE

2 I hereby certify that on the 11th day of July, 2005, I electronically  
3 filed the foregoing STIPULATED PROTECTIVE ORDER with the Clerk of  
4 the Court using the CM/ECF System, which will send notification of such  
5 filing to the following: Peter Joseph Johnson of Johnson Law Group PS Inc.  
and to David K. Daggett of Preston Gates & Ellis LLP; and I hereby certify  
that I have mailed by United States Postal Service the document to the  
following non-CM/ECF participants:

6 Sheldon H. Klein   X   U.S. Mail  
7 Leo M. Loughlin        Hand Delivery  
8 ARENT FOX PLLC        Overnight Delivery  
1050 Connecticut Avenue N.W.        Facsimile Transmission  
Washington, D.C. 20036-5339

9  
10 s/ William D. Symmes  
11 William D. Symmes, WSBA #683  
12 WITHERSPOON, KELLEY, DAVENPORT  
& TOOLE  
13 ATTORNEY FOR PLAINTIFF  
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15 E-mail: wds@wkdtlaw.com  
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STIPULATED PROTECTIVE ORDER

- Page 16

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ATTORNEYS & COUNSELING  
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(509) 624-5265

EXHIBIT A

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

FARMERS GROUP, INC.,  
A Nevada Corporation,

Plaintiff,

v.

RENE GUERRERO,  
An Individual,

Defendant.

Case No. CV-05-002-RHW

DECLARATION

1. My name is \_\_\_\_\_. I live at \_\_\_\_\_  
\_\_\_\_\_. I am employed as \_\_\_\_\_  
by \_\_\_\_\_.

2. I am aware that a Protective Order has been entered in the case  
of Farmers Group, Inc. v. Rene Guerrero, Case No. CV-05-002-RHW, and a  
copy thereof has been given to me.

3. Confidential Information designated as "CONFIDENTIAL"  
that has been disclosed to me under the Protective Order entered in this case  
will be used by me only in connection with the above-captioned matter.

STIPULATED PROTECTIVE ORDER

- Page 17

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A PROFESSIONAL SERVICE CORPORATION  
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SPOKANE, WASHINGTON  
(509) 624-5265

9           5.       I understand that any use of Confidential Information in any  
10 manner contrary to the provisions of the Protective Order may subject me to  
11 sanctions, and I hereby agree to subject myself to the personal jurisdiction of  
12 this Court and the United States District Court for the jurisdiction in which I  
13 reside for this purpose.  
14

15 I declare under penalty of perjury that the foregoing is true and  
16  
17 correct.

18 Executed on: \_\_\_\_\_ Signed: \_\_\_\_\_  
19 (date) (name)

EXHIBIT B

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

FARMERS GROUP, INC.,  
A Nevada Corporation,

Plaintiff,

v.

RENE GUERRERO,  
An Individual,

Defendant.

Case No. CV-05-002-RHW

DECLARATION

1. My name is \_\_\_\_\_. I live at \_\_\_\_\_

\_\_\_\_\_. I am employed as \_\_\_\_\_

by \_\_\_\_\_.

2. I am aware that a Protective Order has been entered in the case of Farmers Group, Inc. v. Rene Guerrero, Case No. CV-05-002-RHW, and a copy thereof has been given to me.

3. Confidential Information designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" disclosed to me under the Protective Order entered in this case will be used by me only in connection with the above-captioned matter.

STIPULATED PROTECTIVE ORDER

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WITHERSPOON, KELLEY, DAVENPORT & TOOLE, P.S.  
A PROFESSIONAL SERVICE CORPORATION  
ATTORNEYS & COUNSELING  
1100 U.S. BANK BUILDING  
422 WEST RIVERSIDE AVENUE  
SPOKANE, WASHINGTON  
(509) 624-5263

1           4. I will not disclose or discuss such Confidential Information  
2 designated as "HIGHLY CONFIDENTIAL" with any person other than  
3 outside counsel, their assistants and staff, or other outside persons  
4 designated by counsel pursuant to the Protective Order who have also signed  
5 declarations undertaking to preserve the confidentiality of such Confidential  
6 Information designated as "HIGHLY CONFIDENTIAL."  
7

8  
9           5. I will not disclose or discuss such Confidential Information  
10 designated as "CONFIDENTIAL" with any person other than counsel, their  
11 assistants and staff, the parties to this litigation, or other outside persons  
12 designated by counsel pursuant to the Protective Order who have also signed  
13 declarations undertaking to preserve the confidentiality of such Confidential  
14 Information designated as "CONFIDENTIAL."  
15

16  
17           6. I understand that any use of Confidential Information  
18 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" in any  
19 manner contrary to the provisions of the Protective Order may subject me to  
20 sanctions, and I hereby agree to subject myself to the personal jurisdiction of  
21 this Court and the United States District Court for the jurisdiction in which I  
22 reside for this purpose.  
23  
24  
25  
26

1 I declare under penalty of perjury that the foregoing is true and  
2 correct.

3  
4 Executed on: \_\_\_\_\_ Signed: \_\_\_\_\_  
5 (date) (name)  
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